

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<b>IN RE:</b>	:	
<b>JAMES A. REYNOLDS</b>	:	<b>CASE NO. 1-18-01044-HWV</b>
<b>TIFFANY M. REYNOLDS</b>	:	
<b>Debtors</b>	:	
	:	<b>CHAPTER 13</b>
<b>MILL CITY MORTGAGE LOAN TRUST</b>	:	
<b>2016-1, WILMINGTON SAVINGS FUND</b>	:	
<b>SOCIETY, FSB, d/b/a CHRISTIANA</b>	:	
<b>TRUST OF TRUSTEE</b>	:	
<b>Movant</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>JAMES A. REYNOLDS</b>	:	
<b>TIFFANY M. REYNOLDS</b>	:	
<b>Respondents</b>	:	

**DEBTORS' RESPONSE TO MOTION OF  
MILL CITY MORTGAGE LOAN TRUST 2016-1, WILMINGTON  
SAVINGS FUND SOCIETY, FSB, d/b/a CHRISTIANA TRUST AS TRUSTEE  
FOR RELIEF FROM THE AUTOMATIC STAY**

**AND NOW**, come Debtors, James A. Reynolds and Tiffany M. Reynolds, by and through their attorney, Gary J. Imblum, and respectfully respond as follows:

1. Admitted.
2. Admitted.
3. Admitted in part and denied in part. The Note speaks for itself. Strict proof is demanded.
4. Admitted in part and denied in part. The Mortgage speaks for itself. Strict proof is demanded.
5. Admitted in part and denied in part. The allegations of paragraph 4 are conclusions of law to which no response is required.

6. Admitted in part and denied in part. Debtors have no knowledge as to the Assignment of the Mortgage. Strict proof is demanded.

7. Admitted.

8. Admitted in part and denied in part. Debtors did make payments to Shellpoint in November and December 2020 and January 2021 for which they did not receive credit. Otherwise, Debtors generally agree to the arrearage as stated. Subject property is a rental property. Debtors' tenant stopped paying rent in March 2020 and generally trashed the property. Due to the hold on evictions as a result of the pandemic, Debtors were only able to evict the tenant in late 2020. They were able to get new tenants in the property beginning November 2020 and those tenants remain in the property and are paying rent every month. Debtors' offer to cure the post-petition arrearage through an Amended Plan.

9. Admitted in part and denied in part. See response to paragraph 8.

10. Admitted in part and denied in part. Debtors have no knowledge of the unpaid principal balance and the total amount owed. Strict proof is demanded.

11. Denied. Movant is misreading Debtors' Schedules. The property securing Movant's claim is valued on the Schedules at \$103,908.00.

12. Admitted in part and denied in part. Debtors are providing adequate protection through regular monthly payments. To the extent that the payments are in arrears, Debtors offer to cure the arrearage through an Amended Plan.

13. Admitted.

14. Denied. See response to paragraph 12.

15. Denied. There is no reason why Rule 4001(a)(3) should not apply.

**WHEREFORE**, Debtors respectfully request that this Honorable Court issue an Order denying the Motion for Relief From Stay.

Respectfully submitted,



Gary J. Imblum  
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Attorney for Debtors

DATED: 1-18-21

**CERTIFICATION OF SERVICE**

I, Carol V. Shay, Paralegal, do hereby certify that I have served a copy of the foregoing DEBTORS' RESPONSE TO MOTION OF MILL CITY MORTGAGE LOAN TRUST 2016-1, WILMINGTON SAVINGS FUND SOCIETY, FSB, d/b/a CHRISTIANA TRUST AS TRUSTEE FOR RELIEF FROM THE AUTOMATIC STAY upon the following persons by E-Service or by United States Mail, first class, postage prepaid, at Harrisburg, Dauphin County, Pennsylvania, addressed to:

CHARLES J. DEHART III, ESQUIRE  
CHAPTER 13 TRUSTEE  
VIA E-SERVICE

dehartstaff@pamd13trustee.com

CHARLES G. WOHLRAB, ESQUIRE  
ROBERTSON ANCHUTZ SCHNEID, CRANE & PARTNERS, PLLC  
COUNSEL FOR MOVANT  
VIA E-SERVICE

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For Debtors

DATED: 1/18/2021